

Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DEVELOPERS SURETY AND INDEMNITY
COMPANY,

Plaintiff,

vs.

ADAMS RESIDENTIAL CONTRACTING,
INC.,

Defendant.

No. 2:20-cv-00912-BJR

**PLAINTIFF'S ANSWER TO
COUNTERCLAIMS**

Plaintiff Developers Surety and Indemnity Company, by and through Forsberg & Umlauf, P.S., its attorneys of record, answers Defendant Adams Residential Contracting, Inc.'s Answer and Counterclaim as follows.

1.1 to 5.12 Paragraphs 1.1 to 5.12 of Defendant's Answer do not require an answer from Plaintiff. To the extent an answer is required, Plaintiff denies the same.

ANSWER TO COUNTERCLAIMS

6.1 The allegations in paragraph 6.1 of Defendant's Counterclaims do not require an answer. To the extent an answer is required, Plaintiff denies the same.

6.2 The allegations in paragraph 6.2 of Defendant's Counterclaims do not require an answer. To the extent an answer is required, Plaintiff denies the same.

1 7.1 Plaintiff restates and realleges its answers to paragraphs 1.1 to 6.2 and
2 incorporates them by reference as if fully set forth here.

3 7.2 Plaintiff admits it is currently funding Defendant's defense in the Underlying
4 Lawsuit; that it has no duty to defend or indemnify Defendant; and that it is entitled to recoup all
5 sums paid to defend any claims not covered under its Policy.

6 7.3 Answering the allegations contained in paragraph 7.3 of Defendant's
7 Counterclaims, Plaintiff denies the same.

8 7.4 Answering the allegations contained in paragraph 7.3 of Defendant's
9 Counterclaims Plaintiff denies any duty to defend or indemnify Defendant in connection with the
10 Underlying Lawsuit.

11 7.5 To the extent the allegations contained in paragraph 7.5 of Defendant's
12 Counterclaim require an answer, Plaintiff denies the same.

13 7.6 To the extent the allegations contained in paragraph 7.6 of Defendant's
14 Counterclaim require an answer, Plaintiff denies the same.

15 8.1 Plaintiff restates and realleges its answers to paragraphs 1.1 to 7.6 and
16 incorporates them by reference as if fully set forth here.

17 8.2 Denied.

18 8.3 Denied.

19 Plaintiff denies Defendant's prayer for relief in its entirety.
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1 Dated this 27th day of August, 2020.

2 s/ Paul S. Smith

3 Carl E. Forsberg, WSBA # 17025

4 Paul S. Smith, WSBA #28099

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11 Attorneys for Plaintiff Developers Surety and
12 Indemnity Company

CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing PLAINTIFF'S ANSWER TO COUNTERCLAIMS on the following individual via the Court's ECF system which will provide notice to:

Ms. Linda L. Foreman
Foreman Sturm & Thede, LLP
5825 60th St. S.E.
Snohomish, WA 98290-5104
Email: linda@foremansturm.com

SIGNED this 27th day of August, 2020, at Everett, Washington.

s/ Denise Mary Pope
Denise Mary Pope